

GENERAL BID FORM NON-EMERGENCY
REPAIR AND INSTALLATION OF SEWER/DRAIN LINES

Bidder agrees to perform all the work described in the specifications and shown on the plans for the following unit.

Note: All prices must be written in ink, in words as well as figures, for the entire proposal. In case of discrepancy, the amount in words will govern. The contractor agrees that its attention has been called to the provisions of the Reserve System Ordinance of the City of Lowell, which is now incorporated in the "Code of Ordinances of the City of Lowell, Massachusetts", passed by the City Council on April 26, 1988 and amendments thereto and that each purchase order, so-called, issued in accordance with Section 7-76 of said Code to cover the services to rendered under this contract shall be made a part hereof by reference. It is further agreed that no obligations shall be considered to have been issued and approved. And further, that the obligation incurred shall be limited to the amount set forth in each purchase order, or purchase orders, duly issued and approved.

ITEM NO.	QTY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE FIGURES	AMOUNT FIGURES
140.25	250	CLASS B ROCK EXCAVATION AT _____ PER CUBIC YARD		
142	3000	CLASS B TRENCH EXCAVATION AT _____ PER CUBIC YARD		
150	250	ORDINARY BORROW AT _____ PER CUBIC YARD		
151.B	250	PROCESS GRAVEL AT _____ PER CUBIC YARD		
154	50	SAND BORROW, TYP A AT _____ PER CUBIC YARD		
156	100	CRUSHED STONE FOR DRAINAGE AT _____ TON		
201	80	CATCH BASINS (W/CITY COVER) AT _____ EACH		

ITEM NO.	QTY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT
202	100	MANHOLES (W/CITY COVER) AT _____ VERTICAL FEET		
220.7	20	MANHOLE REMODELED AT _____ LESS THAN 6 INCHES EA AT _____ OVER 6 INCHES PER FT		
220.8	20	CATCH BASIN REMODELED AT _____ LESS THAN 6 INCHES EA AT _____ OVER 6 INCHES EA		
234.8	1000	6 INCH PVC PIPE AT _____ PER LINEAR FOOT		
234.8	1000	8 INCH PVC PIPE AT _____ PER LINEAR FOOT		
234.10	1000	10 INCH PVC PIPE AT _____ PER LINEAR FOOT		
234.12	1000	12 INCH PVC PIPE AT _____ PER LINEAR FOOT		
234.15	300	15 INCH PVC PIPE AT _____ PER LINEAR FOOT		
234.18	300	18 INCH PVC PIPE AT _____ PER LINEAR FOOT		

ITEM NO.	QTY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT
234.15	300	24 INCH PVC PIPE AT _____ PER LINEAR FOOT		
234.18	300	36 INCH PVC PIPE AT _____ PER LINEAR FOOT		
767.8	100	BALES OF HAY FOR EROSION AT _____ PER LINEAR FOOT		
999.02	1500	LOAM & SEED AT _____ PER SQUARE YARD		
999.03	40	SEWER SERVICE CHIMNEY AT _____ PER VERTICLE FEET		
G	1800	TEMP TYPE 1-1 BITUMINOUS CONCRETE PAVEMENT AT _____ PER SQUARE YARD		
H	1800	PERMANENT TYPE 1-1 BITUMINOUS CONCRETE PAVEMENT AT _____ PER SQUARE YARD		
J	80	CLASS A CEMENT CONCRETE AT _____ PER CUBIC YARD		

add

POLICE DETAIL

\$25,000.00

TOTAL For 1 year _____
AMOUNT IN WORDS

figures

TOTAL For 3 years _____
AMOUNT IN WORDS
 Multiply 1 year total by 3

figures

LOWELL REGIONAL WASTEWATER UTILITY
451 FIRST ST BLVD (RTE-110)
LOWELL, MA 01850
(978) 970-4248
FAX (978) 459-3826

The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all requirements of the Plans and Specifications.

1. I have been in business under present business name of:

for _____ years.

2. Ever failed to complete any work? _____

3. List one or more recent projects with names of Community and Engineer on which you served as general contractor similar to work required for this project:

Project & Date	Engineer	Community	Amount of Contract
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a) _____

b) _____

c) _____

d) _____

e) _____

4. Bank reference: _____

5. List of major equipment on hand, necessary to satisfy the needs of all work required by the Wastewater Utility and DPW.

The undersigned agrees that, if he is selected as general contractor, he will within ten (10) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of the general bid and furnish a performance bond of a Surety Company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority in the sum of fifty per cent (50%) of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned hereby certifies that he is able to furnish labor and can work in harmony with all other elements of labor employed or to be employed on the work.

DATE _____

(Name of General Bidder)

BY: _____
(Signature)

(Title of Signer)

(Business Address)

(City & State)

(Phone Number)

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COMMONWEALTH OF MASSACHUSETTS
CITY OF LOWELL
LOWELL REGIONAL WASTEWATER UTILITY
DEPARTMENT OF PUBLIC WORKS
SPECIFICATIONS

For the purpose of governing the work to be done under this Contract, the Owner has adopted as its Standard Specifications format the "Standard Specifications for Highways, Bridges, and Waterways" published by the Commonwealth of Massachusetts, Department of Public Works, dated 1988, and any addenda thereto, also those ordinance that pertain to construction of new manholes and catch basins, installation of various sizes of pipe and adjusting and remodeling catch basins and manholes in the City Code.

The Standard Specifications shall apply as if reprinted herein, except as modified by the following supplement to Standards and further by the Special Provisions in Division II and the Provisions in Division III.

In the case of conflict between these two documents, the Supplement to Standards, the Special Provisions of Divisions of II and III shall govern.

STANDARD SUPPLEMENT TO DIVISION I
SECTION 1.00 DEFINITION OF TERMS:

Delete the following: "Commission, Commonwealth, Department, and Party of the First Part".

Insert the following: "Owner.... City of Lowell"

THE FOLLOWING DEFINITIONS ARE REVISED:

1.19 "Engineer" Delete description and insert: "The Engineer" shall mean the engineer engaged by the Owner for the general supervision of the project".

Wherever in the specifications the following words or terms appear, they shall be held to have the following meanings unless the context requires otherwise:

"Commonwealth of Massachusetts", "Commonwealth", "Party of the First Part", and Contracting Agency" shall mean the City of Lowell.

"Department of Public Works of the Commonwealth", "Department of Public Works" and "Department" shall mean "Engineer".

SECTION 2.00 PROPOSAL REQUIREMENTS AND CONDITIONS

2.01 Proposal Forms and Plans

Delete Section A entirely and insert the following:

QUALIFICATIONS OF BIDDER:

The owner may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the owner such information and the data for this purpose. The owner reserves the right to reject any bid if evidence submitted by, or the investigation of such bidder, fails to satisfy the owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. The owner reserves the right to reject any or all bids if it would be in the public interest to do so. A proposal which includes for any item a bid that is abnormally low or high may be rejected as unbalanced.

The investigations of a bidder will seek to determine whether the organization is adequate in size and experience and whether available equipment and financial resources are adequate to assure the owner that the work will be completed at a rate consistent with the completion date set forth in the proposal. The amount of other work to which the bidder is committed will also be a consideration in establishing that a contractor is a "responsible and eligible bidder" in conformity with the requirements of the contract.

Delete Section B entirely and insert the following:

Plans, specifications and other contract documents will be available to bidders at the Office of the Lowell Regional Wastewater Utility.

2.05 DELIVERY OF PROPOSALS:

Delete entirely and insert the following:

Seal bids will be received by the owner at the office of the Lowell Regional Wastewater Utility, First Street Blvd. (Rte-110), Lowell Massachusetts, as per the invitation to bid, and then at said office, will be publicly opened and read aloud. The envelope containing the bids shall be sealed, and labeled clearly " Bid for the Repair and Installation of Sewer and Drain Lines".

2.06 PROPOSAL GUARANTY REQUIRED:

Delete entirely and insert the following:

The proposal shall be accompanied by a bid bond, certified check, or treasurers check, issued by a responsible bank or trust company of an amount equal to 5% of the contract bid, payable to the City of Lowell. The check shall be enclosed in with the proposal.

2.11 COMPETENCY OF BIDDERS:

Delete entirely.

SECTION 3.00 AWARD AND EXECUTION OF CONTRACT:

2.03 RETURN OF PROPOSAL GUARANTY:

Delete entirely and insert the following:

The proposal shall be accompanied by cash, bid bond, certified check or treasurers check or cashiers check issued by a responsible ban or trust company of an amount equal to 5% of the contract bid, payable to the City of Lowell.

In case a party to whom a Contract is awarded shall fail or neglect to execute the contract and furnish the satisfactory bond within the time specified, the owner may determine that the bidder has abandoned the contract, and thereupon the proposal guaranty and acceptance shall be forfeited to the owner as liquidated damages for such failure or neglect and to indemnify said owner for any loss which may be sustained by failure of the bidder to execute the contract and furnish the bonds as aforesaid, provided that, in case of death, disability, or other unforeseen circumstances affecting the bidder, such bid security may be returned to him. After execution of the contract and acceptance of the bonds by the owner, the bid security accompanying the proposal of the successful bidder will be returned.

SECTION 9.00 MEASUREMENT AND PAYMENT:

9.04 PARTIAL PAYMENTS:

In lines 1 and 7, delete the work "bi-weekly", and insert the work "monthly". In lines 5 and 6, delete the words "and claims filed pursuant to Chapter 149, Section 29, and Chapter 30, Sections 39A and F".

The contractor agrees that its attention has been called to the provisions of the Reserve System Ordinance of the City of Lowell, which is now incorporated in the "Code of Ordinances of the City of Lowell, Massachusetts", passed by the City Council on April 26, 1988 and amendments thereto and that each purchase order, so-called, issued in accordance with Section 7-76 of said Code to cover the services to be rendered under this contract shall be made a part hereof by reference. It is further agreed that no obligation shall be considered to have been incurred under this contract unless and until a purchase order shall have been issued and approved. And further, that the obligation incurred shall be limited to the amount set forth in each purchase order, or purchase orders, duly issued and approved.

DIVISION II
SPECIAL PROVISIONS

For the purpose of governing the work to be done under this contract, the owner has adopted as its Standard Specifications format the "Standard Specifications for Highways, Bridges and Waterways" published by the Commonwealth of Massachusetts, Department of Public Works, dated 1988.

The Standard Specifications shall apply as if reprinted herein, except as modified by the following Supplement to Standards and further by the Special Provisions in Division II and the Provisions in Division III.

In the case of conflict between these two documents, the Supplement to Standards, the Special Provisions of Divisions II and III shall govern.

The work under this contract consists of construction of new manholes and catch basins, installation of various sizes of pipe, repair of existing pipes and adjusting and remodeling catch basins and manholes at various locations in the City of Lowell, Massachusetts, in accordance with Specifications prepared by the Regional Wastewater Utility.

Work under this item shall include all necessary labor, equipment, materials, etc., necessary to complete the construction of new manholes and catch basins, installation of various sizes of pipe, repair of pipes and adjusting and remodeling catch basins and manholes at various locations in the City of Lowell, in a workmanlike manner.

2 COMMENCEMENT AND COMPLETION:

The contractor shall commence work within 10 days of the date specified in a written Notice to Proceed.

Work shall be done on weekdays, Monday through Friday, and be vigorously pursued until completed. Adequate lighting and safety signing shall be maintained throughout the project.

2A. CONFINED SPACE ENTRY PROCEDURES:

Confined space entry procedures will be required as set forth by Lowell Wastewater Utility.

3 CONSTRUCTION SCHEDULE:

Before any work is begun, the contractor shall discuss fully with the Engineer the order and manner of doing the work, and the operating procedures shall comply with the requirements of the Engineer.

4 INSURANCE:

Section 7.05 is modified to include the following:

1. Contractor's and Sub-contractor's insurance

The contractor and sub-contractor's shall not commence work on this contract until they have submitted certificates satisfactory to the owner as evidence of all insurance required under this paragraph. Certificates should indicate at least a 10 day advance written notice to the owner of cancellation or material change in coverage.

a) Workmans compensation and employer's liability insurance
In accordance with the laws of the Commonwealth of Massachusetts

- b) Contractor's and subcontractor's public liability and property damage insurance
- c) Contractor's protective public liability and property damage insurance
- d) Owners protective public liability and property damage insurance
- e. Contractor and subcontractor automobile liability insurance

Minimum limits on all foregoing insurance:

Bodily Injury: \$ 500,000.00 per person
 \$1,000,000.00 per occurrence

Property Damage: \$ 250,000.00 per person
 \$ 500,000.00 agg/policy year

NOTE: Property damage insurance must include XCU coverage for explosion collapse or underground damage.

5 DISPOSAL OF MATERIAL

The contractor shall not dispose of any material on the owners property or on land adjacent to the owners property unless authorized to do so in writing by the engineer and then only after receipt of the necessary City permits. Attention of the contractor is directed to Section 4.10 of the Standard Specifications for the final clean up of the work.

6 DISTURBANCES

The committing of nuisances on the premises of the owner and adjacent property shall be rigorously prohibited and adequate steps taken to prevent it.

7 RESTRICTIONS AS TO USE OF SITE

The contractor shall conduct his operations in such a manner as to cause no unnecessary obstruction to the free passage of the vehicular traffic at all times in the vicinity of the construction.

8 ADJACENT AND CONCURRENT CONTRACTS

The contractor's attention is directed to Section 5.06 of the Standard Specifications.

9 NOTICE OF OWNERS OF UTILITIES

Before the contractor begins any work or operations which might damage any subsurface structures, he shall carefully locate all such structures and conduct his operations so as to avoid any damage to them.

If the contractor wishes to have any utilities temporarily relocated for his own convenience, other than contemplated by the City, he shall make the necessary arrangement with the owners and reimburse them at his own expense for the cost of work.

The contractor shall serve written notice to, as listed below, all public service corporations or officials concerned with or having charge of public or privately owned utilities at least one week in advance of the beginning of operation. He shall file at the same time, a copy of such notice with the owner.

Colonial Gas Company
Rock St. Operations Center
775 Dutton St.
Lowell, Ma 01852
508-458-3171 X-3665

City of Lowell
Water Department
Pawtucket Blvd. (Rt113)
Lowell, Ma 01854
508-970-4242

New England Telephone Co.
Engineering Department
33 Winter St.
Haverhill, MA 01830
508-373-8691 or 8690

Lowell City Hall
Engineering Dept.
375 Merrimack St.
Lowell, MA 01852
508-970-3333

Mass Electric Company
1101 Turnpike St.
North Andover, MA 01845
508-459-2600

Lowell Street Dept.
260 Broadway St.
Lowell, Ma 01852
508-970-3316

Lowell Cable Television
10 Washer St.
Lowell, MA 01852
508-937-3882

Massachusetts Dig Safe
1-800-322-4844

10. SALES TAX

The materials and supplies to be used in the work of this contract are exempt from the Sales and Use Tax of the Commonwealth of Massachusetts. The contractor shall obtain the proper certificates, maintain the necessary records and otherwise comply with the requirements of Chapter 14 of the Acts of 1966.

11 ANTI-DISCRIMINATION CLAUSE

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, age or ancestry. The aforesaid provisions shall include, but not be limited to the following: Employment upgrading, demotion, or transfer, recruitment advertizing, layoff or termination, rate of pay or other forms of compensation, conditions or privileges of employment, and selection for training, including apprenticeship. The contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Massachusetts Commission Against Discrimination setting forth the provisions of the fair employment practice law of the Commonwealth. The aforesaid provisions shall be binding upon all subcontractors, except subcontractors for standard commercial supplies or raw materials.

12 RESIDENT CONSTRUCTION PERSONNEL ORDINANCE

The contractor agrees that his/her attention has been called to the provisions of the Resident construction Personnel Ordinance of the City of Lowell, which is now incorporated in the "Code of Ordinance of the City of Lowell, Massachusetts," passed by the City Council on July 24, 1990, and amendments thereto. This ordinance mandates the employment of the City of Lowell residents on projects involving construction of public buildings or public works projects. A copy of the Ordinance is included in the appendix.

**DIVISION III
CONSTRUCTION DETAILS**

The Standard Specifications referred to herein is the book entitled "Standard Specifications for Highways and Bridges" published by the Commonwealth of Massachusetts Department of Public Works, dated 1988, including any current "Amendments and Uniform Special Provisions: and "Supplement Specifications".

For the purpose of governing the work to be done under this contract, the owner has adopted as its Standard Specifications format the Standard Specifications for Highways, Bridges and Waterways, published by the Commonwealth of Massachusetts, Department of Public Works, dated 1988.

This Standard Specifications shall apply as if reprinted herein, except as modified by the following Technical Specifications.

In case of conflict between these documents, the Technical Specifications shall prevail.

SECTION 140 EXCAVATION

Compensation for all excavation and sewer and water pipes and structures shall be included in the amount bid for the various pipe and structure items. No additional compensation shall be paid for excavation to the limits shown on the drawings, except that class B rock shall be paid for under Item 144. Any excavation required beyond the limits shown on the drawings shall be paid for under Class B Trench Excavation, except that Class B Trench Excavation shall not be governed by the five foot maximum depth specified in section 200 and will only be paid when overdepth excavation is ordered by the engineer.

<u>ITEM 140.25</u>	<u>CLASS B ROCK EXCAVATION</u>	<u>CUBIC YARD</u>
Work under this item shall conform to Section 140.25 of the Standard Specifications, excavation of cobble stone and cement base shall be included for payment under this item.		

<u>ITEM 142</u>	<u>CLASS B TRENCH EXCAVATION</u>	<u>CUBIC YARD</u>
Payment for work under this item shall include only excavation ordered by the engineer beyond the limits shown on the drawings and shall not be governed by the five foot maximum depth specified in Section 200.		

<u>ITEM 150</u>	<u>ORDINARY BORROW</u>	<u>CUBIC YARD</u>
Work under this item shall consist of placing and compacting ordinary borrow in place of unsuitable material found in trench excavation. Ordinary borrow shall conform to the requirements of materials section M1.02.0 of the Standard Specifications.		

<u>ITEM 151B</u>	<u>PROCESS GRAVEL</u>	<u>CUBIC YARD</u>
Work under this item shall consist of placing and compacting process gravel conforming to materials section M1.03.1 of the Standard Specifications in the roadway or other areas designated by the Owner.		

<u>ITEM 156</u>	<u>CRUSHED STONE FOR DRAINAGE</u>	<u>TON</u>
Work under this item shall consist of placing crushed stone as directed by the owner for trench stabilization and drainage. Payment for crushed stone required for pipe bedding shall not be paid for under this item as it is to be included in the various pipe items.		

<u>ITEM 201</u>	<u>CITY STANDARD CATCH BASIN</u>	<u>EACH</u>
Work under this item shall consist of furnishing and installing City Standard Catch Basins as shown on the drawings. Payment under this item shall include compensation for excavation and backfill. New frame and cover will be used on new catch basin.		

<u>ITEM 202</u>	<u>MANHOLES</u>	<u>VERTICLE FOOT</u>
Work under this item shall consist of furnishing and installing City of Lowell Standard Precast manholes (<u>including frames and covers</u>) at the locations shown on the drawings or as directed by the Engineer. Work shall be done in accordance with the applicable provisions of Section 201 of the MDPW Standard Specifications except as herein modified. Payment for work under this item shall include excavation and the furnishing and installation of the manhole complete in place, including frame and cover. Manholes shall conform to the City of Lowell Standards as shown on the drawings. Cost of steps shall be included in the price of the manhole and shall conform to the detail shown in the appendix. Included in this item is payment for forming clay brick inverts. ALL EXTERIOR SURFACES TO BE ASPHALT COATED.		

<u>ITEM 220.7</u>	<u>SANITARY STRUCTURE REMODELED</u>	<u>FOOT</u>
<u>ITEM 234.8</u>	<u>8" PIPE</u>	<u>LINEAR FOOT</u>
<u>ITEM 234.10</u>	<u>10" PIPE</u>	<u>LINEAR FOOT</u>
<u>ITEM 234.12</u>	<u>12" PIPE</u>	<u>LINEAR FOOT</u>
<u>ITEM 234.15</u>	<u>15" PIPE</u>	<u>LINEAR FOOT</u>
<u>ITEM 234.18</u>	<u>18" PIPE</u>	<u>LINEAR FOOT</u>

Description, Construction Methods and Method of Measurement and Basis of Payment shall all be in accordance with all the

applicable provisions of Section 230 of the Standard Specifications with the exception of 230.62: Pipe Joints.

Water tight joints will be required and the applicable paragraphs of 230.62, Pipe Joints shall be followed. The contractor will have the alternative of using extra strength clay pipe or SDR-35 PVC sewer pipe or equivalent. All excavation, dewatering, backfilling and compaction shall be included in the contract unit price per linear foot of pipe. Process gravel shall meet the requirements specified in the following subsection of Division III, Materials, Processed Gravel for Subbase, M1.03.01 and paid for separately under item 151.B Basis of Payment shall be per linear foot of pipe installed complete and in place.

<u>ITEM G</u>	<u>TEMPORARY TYPE I-1 BIT.CONC. PAVEMENT</u>	<u>SQUARE YARD</u>
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<u>ITEM H</u>	<u>PERMANENT TYPE I-1 BIT.CONC. PAVEMENT</u>	<u>SQUARE YARD</u>
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Work under this item shall be done in conformance with the relevant provisions of Section 460 of the MDPW Standard Specifications. Temporary bituminous concrete pavement shall consist of a twelve inch (12") minimum gravel base on thoroughly compacted subgrade, surfaced with a two inch (2") coarse of Type I-1 Bituminous Concrete Pavement. A two inch (2") coarse of an approved cold bituminous mix shall be used when hot mix is not available.

Permanent pavement shall not be placed until a sufficient time interval has elapsed, in the opinion of the Engineer, to allow complete settlement of the fill.

Permanent road pavement shall consist of a twelve inch (12") minimum gravel base on the roughly compacted subgrade, surfaced with two coarses of Type I-1 Bituminous Concrete (2-1/2" base course, 1-1/2" top coarse).

Temporary pavement shall be removed as necessary to provide depth required for permanent pavement. Payment for removal of temporary pavement shall be included in the price bid for Item H.

Where gravel base has been previously placed for temporary pavement, no additional base is needed for the permanent pavement, except that required to bring uneven areas up to required grade.

Temporary Bituminous Concrete Pavement and Permanent Bituminous Concrete Pavement shall be paid at the unit contract price per square yard.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY SETTLEMENTS IN THE PAVEMENT AT HIS OWN EXPENSE.

PAYMENT LIMITS FOR PAVING ARE SHOWN ON THE DRAWINGS. ANY PAVEMENT
BEYOND THESE LIMITS DISTURBED BY THE CONTRACTOR SHALL BE REPLACED
AT HIS OWN EXPENSE.

<u>ITEM J</u>	<u>CLASS A CEMENT CONCRETE</u>	<u>CUBIC YARD</u>
Description, construction methods, method of measurement and basis of payment shall be in accordance with all applicable provisions of Section 476 of the Standard Specifications. Class A Cement Concrete shall meet the requirements specified in the following section of Division III, Materials, Section M-4, Cement and Cement Concrete Materials.		

A Cement Concrete shall be used as ordered by the Engineer and shall be paid for at the unit contract price per cubic yard.

POLICE DETAIL: The contractor is responsible for police detail up to \$25,000.

contracts-repair2 NON EMERGENCY